

(q) No representation, warranty or other statement of the Borrower in this Agreement, the Tax Exemption Agreement or any other document executed in connection with the Loan contains any false or misleading statement of a material fact or omits the statement of a fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading.

(r) The Borrower has obtained all necessary permits and agreements required for the operation of the Facilities as a mental health and substance abuse center within the State and the County and maintains such permits in good standing.

(s) The Borrower will maintain or cause to be maintained the Facilities and all portions thereof in good condition and will operate or cause to be operated the same in an efficient and economical manner, making or causing to be made such expenditures for equipment and for renewals, repairs or replacements as may be proper for the economical operation and maintenance thereof.

ARTICLE V

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE LENDER

The Lender represents, warrants and covenants for the benefit of Borrower and the Issuer, as follows:

(a) The Lender is a State of Florida banking corporation duly organized, validly existing and in good standing under the laws of the State of Florida, has power to enter into this Agreement and to purchase the Series 2003 Bonds by proper corporate action has duly authorized the execution and delivery of this Agreement. The Lender is in good standing and is duly licensed or qualified to transact banking business in the State.

(b) The Lender has been fully authorized to execute and deliver this Agreement and to perform the transactions contemplated thereby under the terms and provisions of the resolution of its board of directors, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement and this Agreement has been duly authorized, executed and delivered by the Bank.

(c) The officer(s) of the Lender executing this Agreement and any related documents has been duly authorized to execute and deliver this Agreement and such related documents.

(d) This Agreement constitutes a valid and legally binding obligation of the Lender, enforceable against the Lender in accordance with its terms, except to the extent limited by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

(e) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of the terms and conditions hereof do not and will not violate any law, rule, regulation or order, conflict with or result in a breach of any of the terms or conditions of the articles of incorporation or bylaws of the Lender or of any corporate restriction or of any agreement or instrument to which the Lender is now a party and do not and will not constitute a default under any of the foregoing or result in the creation or imposition of any liens, charges or encumbrances

of any nature upon any of the property or assets of the Lender contrary to the terms of any instrument or agreement.

(f) The authorization, execution, delivery and performance of this Agreement by the Lender do not require submission to, approval of, or other action by any governmental authority or agency, which action with respect to this Agreement has not been taken and which is final and nonappealable.

(g) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of the Lender's knowledge, threatened against or affecting the Lender, challenging the Lender's authority to make the Loan, enter into this Agreement or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of this Agreement or any other transaction of the Lender which is similar hereto, or would materially and adversely affect any of the transactions contemplated by this Agreement.

ARTICLE VI

AFFIRMATIVE AND NEGATIVE COVENANTS OF THE BORROWER

So long as the Loan and the Series 2003 Bond shall remain unpaid and outstanding hereunder, the Borrower will comply with the following requirements:

SECTION 6.01 REPORTING REQUIREMENTS. The Borrower will deliver, or cause to be delivered, to the Lender each of the following, which shall be in form and detail acceptable to the Lender:

(a) as soon as available, and in any event within 90 days after the end of each fiscal year of the Borrower, audited financial statements of the Borrower, which audited annual financial statements shall include the balance sheet of the Borrower as at the end of such fiscal year and the related statements of income, retained earnings and cash flows of the Borrower for the fiscal year then ended, all in reasonable detail, together with an opinion of independent certified public accountants stating that such financial statements are fairly presented on a consistent basis and whether or not such officer has knowledge of the occurrence of any Default or Event of Default hereunder and, if so, stating in reasonable detail the facts with respect thereto;

(b) such additional information and statements, lists of assets and liabilities, agings of receivables and payables, inventory schedules, budgets, forecasts, tax returns, and other reports with respect to the Borrower's financial condition and business operations as the Lender may reasonably request from time to time;

(c) promptly after the commencement thereof, notice in writing of all litigation and of all proceedings before any governmental or regulatory agency affecting the Borrower or the Facilities;

(d) as promptly as practicable (but in any event not later than five Business Days) after an officer of the Borrower obtains knowledge of the occurrence of any event that constitutes a Default or an Event of Default hereunder, notice of such occurrence, together with a detailed statement by a responsible officer of the Borrower of the steps being taken by the Borrower to cure the effect of such Default or Event of Default;

(e) promptly upon knowledge thereof, notice of any loss or destruction of or damage to the Facilities;

(f) promptly after the amending thereof, copies of any and all amendments to its certificate of incorporation, articles of incorporation or bylaws;

(g) promptly upon knowledge thereof, notice of the violation by the Borrower of any material law, rule or regulation; and

(h) promptly upon knowledge thereof, notice of any material adverse change in the financial or operating condition of the Borrower.

SECTION 6.02 BOOKS AND RECORDS; INSPECTION AND EXAMINATION. The Borrower will keep accurate books of record and account for itself pertaining to the Facilities and pertaining to the Borrower's business and financial condition and such other matters as the Lender may from time to time request in which true and complete entries will be made in accordance with generally accepted accounting principles consistently applied and, upon request of the Lender, will permit any officer, employee, attorney or accountant for the Lender to audit, review, make extracts from, or copy any and all corporate and financial books, records and properties of the Borrower at all times during ordinary business hours, and to discuss the affairs of the Borrower with any of its directors, officers, employees or agents. The Borrower will permit the Lender, or its employees, accountants, attorneys or agents, to examine and copy any or all of its records and to examine and inspect the Facilities at any time during the Borrower's business hours.

SECTION 6.03 COMPLIANCE WITH LAWS. The Borrower will (a) comply with the requirements of applicable laws and regulations, the noncompliance with which would materially and adversely affect its business or its financial condition, and (b) use and keep the Facilities, and will require that others use and keep the Facilities, only for lawful purposes, without violation of any federal, state or local law, statute or ordinance. The Borrower shall secure and maintain all permits and licenses, if any, necessary for the operation of the Facilities. The Borrower shall comply in all respects with all laws of the jurisdictions in which its operations involving any component of Facilities may extend and of any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Facilities or its interest or rights under this Agreement.

SECTION 6.04 PRESERVATION OF CORPORATE EXISTENCE. The Borrower will preserve and maintain its corporate existence and all of its rights, privileges and franchises necessary or desirable in the normal conduct of its business; and shall conduct its business in an orderly, efficient and regular manner.

SECTION 6.05 LIMITATIONS OF LIABILITY. In no event, whether as a result of breach of contract, warranty, tort (including negligence or strict liability), indemnity or otherwise, shall the Lender, its assignees, if any, or the Issuer be liable for any special, consequential, incidental, punitive or penal damages, including, but not limited to, loss of profit or revenue as a result of the transactions contemplated hereby.

SECTION 6.06 THE BORROWER'S OBLIGATIONS UNCONDITIONAL.

All payments required of the Borrower hereunder shall be paid without notice or demand and without set off, counterclaim, or defense for any reason and without abatement or deduction or defense. The Borrower will not suspend or discontinue any such payments, and will perform and observe all of its other agreements in this Agreement, and, except as expressly permitted in Section 2.07, will not terminate this Agreement for any cause, including but not limited to any acts or circumstances that may constitute failure of consideration, destruction or damage to the Facilities, or the Borrower's business, or the Borrower's business by condemnation or otherwise, the lawful prohibition of the Borrower's use of the Facilities, or the Borrower's business, the interference with such use by any private person or corporation, the invalidity or unenforceability or lack of due authorization or other infirmity of this Agreement, or lack of right, power or authority of the Issuer to enter into this Agreement, eviction by paramount title, commercial frustration of purpose, bankruptcy or insolvency of the Issuer, change in the tax or other laws or administrative rulings or actions of the United States of America or of the State of Florida or any municipal corporation thereof, or failure of the Issuer to perform and observe any agreement, whether express or implied or any duty, liability or obligation arising out of or connected with this Agreement, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the amounts payable by the Borrower hereunder shall be paid in full when due without any delay or diminution whatever.

SECTION 6.07 INDEMNITY BY THE BORROWER. The Borrower will, to the fullest extent permitted by law, protect, indemnify and save the Lender, the Issuer and their officers, agents, employees and any person who controls the Lender or the Issuer within the meaning of the Securities Act of 1933, harmless from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Lender and the Issuer), causes of action, suits, claims, demands and judgments of any nature arising from the transactions contemplated by this Agreement including but not limited to:

(a) any injury to or death of any person or damage to property in or upon the Facilities or its premises or growing out of or connected with the use, non-use, condition or occupancy of the premises or any other location of the Facilities or any part thereof including any and all acts or operations relating to the construction or installation of property or improvements. The foregoing indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Borrower, customers, suppliers or affiliated organizations under any Workers' Compensation Acts, Disability Benefit Acts or other employee benefit Acts;

(b) violation of any agreement, provision or condition of this Agreement or the Tax Exemption Agreement, except by the Lender or the Issuer;

(c) violation of any contract, agreement or restriction applicable to the Borrower which shall have existed at the commencement of the term of this Agreement or shall have been approved by the Borrower;

(d) violation of any law, ordinance, court order or regulation affecting the Facilities, or a part thereof or the ownership, occupancy or use thereof; and

(e) any statement or information relating to the expenditure of the proceeds of the Series 2003 Bond contained in the Tax Exemption Agreement or similar document furnished by the Borrower which, at the time made, is misleading, untrue or incorrect in any material respect.

Promptly after receipt by Lender or the Issuer or any such other indemnified person of notice of the commencement of any action in respect of which indemnity may be sought against the Borrower under this Section, such person will notify the Borrower in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the Borrower shall assume the defense of such action (including the employment of counsel who shall be satisfactory to the Lender and the Issuer, as applicable, or such other person as the case may be, and the payment of expenses). Insofar as such action shall relate to any alleged liability in respect of which indemnity may be sought against the Borrower, the Lender and the Issuer, as applicable, or any such other indemnified person shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the Borrower unless the Issuer, reasonably determines that the employment of such separate counsel is necessary to protect the interests of the Issuer. The Borrower shall not be liable to indemnify any person for any settlement of any such action effected without its consent. The Borrower shall not be required to indemnify the Lender or the Issuer for any damages, losses, causes of actions, lawsuits, or claims which are caused directly and solely by the gross negligence, willful misconduct, or fraudulent acts of the Lender or the Issuer.

The provisions of this Section 6.07 shall survive the payment and discharge of the Series 2003 Bond.

SECTION 6.08 ATTORNEYS' FEES AND EXPENSES. If an Event of Default shall exist under this Agreement and the Lender or the Issuer should employ attorneys or incur other expenses for the collection of any amounts due hereunder, or the enforcement of performance of any obligation or agreement on the part of the

Borrower, the Borrower will upon demand pay to the Lender or the Issuer, as applicable, the reasonable fees of such attorneys and such other expenses so incurred. The Borrower shall also be responsible to pay fees and expenses of Bond Counsel to the extent any issues arise regarding the Series 2003 Bond subsequent to the issuance thereof.

SECTION 6.09 ACCOUNTING. The Borrower will not adopt, permit or consent to any material change in accounting principles other than as required by generally accepted accounting principles, without the prior written consent of the Lender.

SECTION 6.10 OTHER DEFAULTS. The Borrower will not permit any breach, default or event of default to occur under any note, loan agreement, indenture, lease, mortgage, contract for deed, security agreement or other contractual obligation binding upon the Borrower or any judgment, decree, order or determination applicable to the Borrower.

SECTION 6.11 FINANCIAL COVENANTS. [to come]

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

SECTION 7.01 EVENTS OF DEFAULT. The following constitute "Events of Default" under this Agreement:

(a) failure by the Borrower to pay to Lender, as holder of the Series 2003 Bond and assignee of the Issuer, when due any Loan Payment or to pay any other payment required to be paid hereunder and the continuation of such failure for a period of 10 days;

(b) failure by the Borrower to observe and perform any other covenant, condition or agreement contained herein, in the Tax Exemption Agreement or in any other document or agreement executed in connection herewith on its part to be observed or performed for a period of 30 days after written notice is given to the Borrower from the Lender or the Issuer, as the case may be, specifying such failure and directing that it be remedied; *provided, however*, that, if the failure stated in such notice cannot be corrected within such 30-day period, neither the Lender nor the Issuer will unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Borrower, within the applicable period and diligently pursued until the default is corrected;

(c) initiation by the Issuer of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning the indebtedness of the Issuer;

(d) The Borrower shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; or the Borrower shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the Borrower, as the case may be; or the Borrower shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against the Borrower; or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the property of the Borrower;

(e) determination by the Lender that any representation or warranty made by the Borrower herein, in the Tax Exemption Agreement or in any other document executed in connection herewith was untrue in any material respect when made;

(f) the occurrence of a default or an event of default under any instrument, agreement or other document evidencing or relating to or securing any indebtedness or other monetary obligation of the Borrower in excess of \$100,000; and

(g) the occurrence of a default or an event of default under any other material agreement between or among the Lender or any of its affiliates and the Borrower.

SECTION 7.02 REMEDIES ON DEFAULT. Whenever any Event of Default shall have occurred and be continuing, the Lender, as holder of the Series 2003 Bonds and assignee of the Issuer, shall have the right, at its sole option without any further demand or notice, to take any one or any combination of the following remedial steps and such other steps which are otherwise accorded to the Lender, as assignee of the Issuer, by applicable law:

(a) by notice to the Issuer and the Borrower, declare the entire unpaid principal amount of the Loan and the Series 2003 Bond then outstanding, all interest accrued and unpaid thereon and all amounts payable under this Agreement to be forthwith due and payable, whereupon the Loan and the Series 2003 Bonds, all such accrued interest and all such amounts shall become and be forthwith due and payable, without presentment, notice of dishonor, protest or further notice of any kind, all of which are hereby expressly waived by the Borrower;

(b) proceed to protect and enforce its rights under the laws of the State (including without limitation, the UCC) or under this Agreement or the Mortgage by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Lender shall deem most effective to protect and enforce such rights. Without limiting the generality of the foregoing, the Lender shall have the right to bring a mandamus action to require the Borrower to perform its obligations under this Agreement.

(c) sue for, enforce payment of and receive any and all amounts then or during any default becoming, and at any time remaining, due from the Borrower for principal, interest or otherwise under any of the provisions of this Agreement or of the Loan then unpaid, together with any and all costs and expenses of collection and of all proceedings hereunder (including, without limitation, reasonable legal fees in all

proceedings, including administrative, appellate and bankruptcy proceedings), without prejudice to any other right or remedy of the Lender, and to recover and enforce any judgment or decree against the Borrower for any portion of such amounts remaining unpaid and interest, costs, and expenses as above provided, and to collect in any manner provided by law, the monies adjudged or decreed to be payable.

SECTION 7.03 NO REMEDY EXCLUSIVE. No remedy herein conferred upon or reserved to the Lender or the Issuer is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lender or the Issuer to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required by this Article. All remedies herein conferred upon or reserved to the Lender or the Issuer shall survive the termination of this Agreement.

SECTION 7.04 WAIVERS, ETC. No delay or omission of the Issuer or the Lender to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein; and every power and remedy given by this Agreement to the Issuer and the Lender may be exercised from time to time and as often as may be deemed expedient.

The Issuer or the Lender may waive any default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Agreement or before the completion of the enforcement of any other remedy under this Agreement, but no such waiver shall be effective unless in writing and no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

ARTICLE VIII

MISCELLANEOUS

SECTION 8.01 NOTICES. All notices, certificates, requests, demands and other communications provided for hereunder or under the Tax Exemption Agreement shall be in writing and shall be (a) personally delivered, (b) sent by first class United States mail, (c) sent by overnight courier of national reputation, or (d) transmitted by telecopy, in each case addressed to the party to whom notice is being given at its address as set forth below and, if telecopied, transmitted to that party at its telecopier number set forth below or, as to each party, at such other address or telecopier number as may hereafter be designated by such party in a written notice to the other parties complying as to delivery with the terms of this Section. All such notices, requests, demands and other communications shall be deemed to have been given on (a) the date received if personally delivered, (b) two Business Days after deposited in the mail if delivered by mail, (c) the date sent if sent by overnight courier, or (d) the date of transmission if delivered by telecopy.

Lender: **Orion Bank**
 Attention: Commercial Banking
 12640 Overseas Highway
 Marathon, Florida 33050
 Telephone: 305/289-5817
 Telecopier: 305/743-9984

Issuer: **Monroe County Industrial Development Authority**
 Attention: Monroe County Administrator
 The Historic Gato Cigar Factory
 1100 Simonton Street, Suite 2-205
 Key West, Florida 33040
 Telephone: 305/292-4441
 Telecopier: 305/292-4544

Borrower: **The Guidance Clinic of the Middle Keys, Inc.**
 Attention: Marianne K. Benvenuti, Chief Financial Officer
 3000 41st Street Ocean
 Marathon, Florida 33050
 Telephone: 305/289-6150, ext. 264
 Telecopier: 305/289-6158

SECTION 8.02 FURTHER ASSURANCE AND CORRECTIVE INSTRUMENTS. The Issuer and the Borrower hereby agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further acts, instruments, conveyances, transfers and assurances, as the Lender reasonably deems necessary or advisable for the implementation, correction, confirmation or perfection of this Agreement or the Tax Exemption Agreement and any rights of the Lender hereunder or thereunder.

SECTION 8.03 BINDING EFFECT. This Agreement shall inure to the benefit of and shall be binding upon the Lender, the Issuer, the Borrower and their respective successors and assigns.

SECTION 8.04 SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 8.05 AMENDMENTS. To the extent permitted by law, the terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the parties hereto, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

SECTION 8.06 EXECUTION IN COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

SECTION 8.07 APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State.

SECTION 8.08 CAPTIONS. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

SECTION 8.09 ENTIRE AGREEMENT. This Agreement and the exhibit and schedule hereto constitute the entire agreement among Lender, the Issuer and the Borrower. There are no understandings, agreements, representations or warranties, express or implied, not specified herein or in such documents regarding this Agreement or the Facilities financed hereby.

SECTION 8.10 USURY. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary in this Agreement, in no event shall this Agreement require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum permitted by applicable law.

SECTION 8.11 NO PERSONAL LIABILITY OF THE BORROWER. Notwithstanding anything to the contrary contained herein or in the Series 2003 Bond, or in any other instrument or document executed by or on behalf of the Borrower in connection herewith, no stipulation, covenant, agreement or obligation contained herein or therein shall be deemed or construed to be a stipulation, covenant, agreement or obligation of any present or future member of the Borrower's board of directors, officer, employee or agent of the Borrower, officer, employee or agent of a successor to the Borrower, in any such person's individual capacity, and no such person, in his or her individual capacity, shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the principal of or interest on the Series 2003 Bond or for any claim based thereon or on any such stipulation, covenant, agreement or obligation, against any such person, in his or her individual capacity, either directly or through the Borrower or any successor to the Borrower, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise and all such liability of any such person, in his or her individual capacity, is hereby expressly waived and released.

SECTION 8.12 INCORPORATION BY REFERENCE. All of the terms and obligations of the exhibit and schedule hereto are hereby incorporated herein by reference as if all of the foregoing were fully set forth in this Agreement. All recitals appearing at the beginning of this Agreement are hereby incorporated herein by reference. All provisions of the Tax Exemption Agreement are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in their respective corporate names by their duly authorized officers, all as of the date first written above.

ORION BANK

Vice President

**MONROE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

Chairman

Attest:

Title: Secretary

**THE GUIDANCE CLINIC OF THE
MIDDLE KEYS, INC.**

President

Attest:

Title: Secretary

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY: [Signature]
ROBERT N. WOLFE
DATE 6-6-03

SCHEDULE 1

PAYMENT SCHEDULE

EXHIBIT A

FORM OF SERIES 2003 BOND

EXHIBIT C
AFFIDAVIT OF PUBLICATION OF NOTICE OF PUBLIC HEARING

FROM :

FAX NO. :

Jun. 03 2003 09:59AM PZ



The Florida Keys Only Daily Newspaper, Est. 1878
Cooke Communications, LLC
Florida Keys

Mary Beth Canitano
Advertising Coordinator

PO Box 1800
Key West FL 33041
Office.....305-292-7777
Extension.....3219
Fax305-294-0788
mcanitano@keynews.com

INTERNET PUBLISHING
keynews.com
keynews.com
FloridaKeys.com
keynews.com
Web Design Services

NEWSPAPERS
The Citizen
Southwestern Flyer
Seminole Press
Big Pine Free Press
Marathon Free Press
Islamorada Free Press
Key Largo Free Press
Ocean Reef Press
Seaport Log

MAGAZINE
The Menu
Home Guide
Citizen Locals Guide
Paradise
Keys TV Channel Guide

MARKETING SERVICES
Commercial Printing
Citizen Locals Card
Direct Mail

FLORIDA KEYS OFFICES
Printing / Main Facility
3420 Northside Drive
Key West, FL
33040-1800
Tel 305-292-7777
Fax 305-294-0788
citizen@keywest.com

Internet Division
1201 White Street (Suite 103)
Key West, FL
33040-3328
Tel 305-292-1880
Fax 305-294-1880
sales@keywest.com

Middle Keys Office
8383 Overseas Hwy
Marathon, FL (MM 52.5)
33650-3342
Tel 305-743-8768
Fax 305-743-8577
navigator@midkeys.com

Upper Keys Office
81549 Old Hwy
PO Box 469
Islamorada, FL (MM 81.5)
33050-0469
Tel 305-684-2268
Fax 305-684-8411
treepress@upperkeys.com

Ocean Reef Office
2A Barracuda Lane
Key Largo, FL 33037
Tel 305-387-4011
Fax 305-387-2191

STATE OF FLORIDA COUNTY OF MONROE

Before the undersigned authority personally appeared Randy G. Erickson, who on oath says that he is Vice-President of Advertising Operations of the Key West Citizen, a daily newspaper published in Key West, in Monroe County, Florida; that the attached copy of advertisement, being a legal notice in the matter of an Industrial Development Bank

In the _____ Court, was published in said newspaper in the issues of June 3, 2003

Affiant further says that the Key West Citizen is a newspaper published in Key West, in said Monroe County, Florida and that the said newspaper has heretofore been continuously published in said Monroe County, Florida every and has been entered as second-class mail matter at the post office in Key West, in said Monroe County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

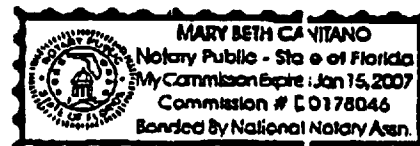
[Signature]
Signature of Affiant

Sworn and subscribed before me this 3 day of June, 2003

[Signature]
Mary Beth Canitano, Notary Public

Expires: January 15, 2007

Notary Seal



Personally Known x Produced Identification _____
Type of Identification Produced _____

FROM :

FAX NO. :

Jun. 03 2003 09:58AM P1

PUBLIC HEARINGS

NOTICE OF PUBLIC HEARING
MONROE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY

public hearing and all persons who may be interested will be given an opportunity to be heard concerning the same. Written comments may also be submitted prior to the hearing at the Office of the County Attorney, 500 Whitehead Street, Key West, Florida 33040, Attention: Bob Wolfe, Assistant County Attorney.

ALL PERSONS FOR OR AGAINST SAID APPROVAL CAN BE HEARD AT SAID TIME AND PLACE IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE COUNTY OR THE AUTHORITY WITH RESPECT TO SUCH HEARING OR MEETING. SHE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF SUCH HEARING OR MEETING IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED.

In accordance with the Americans with Disabilities Act persons needing a special accommodation to participate in this proceeding should contact the individual or agency publishing this notice no later than seven days prior to the proceeding at the address given in this notice. Telephone: (305) 492-4441.

By Order of the Monroe County Industrial Development Authority,
June 3, 2003

The Monroe County Industrial Development Authority (the "Authority") will hold a public hearing on Thursday, June 18, 2003, at 2:30 p.m. or as soon thereafter as practicable, in the meeting room of the Marathon Government Center, 2795 Overseas Highway, Mile Marker 47.5, Marathon, Florida, to consider adoption of a resolution authorizing the issuance of not exceeding \$2,500,000 initial aggregate principal amount of its Health Care Facilities Revenue Bond (The Guidance Clinic of the Middle Keys, Inc. Project), Series 2003 in one or more series (the "Bond"). Proceeds of the Bond will be issued for the principal purposes of (i) refinancing certain indebtedness of the hereinafter defined Company, the proceeds of which were used to finance the acquisition, construction and equipping of a mental health and substance abuse treatment center (collectively, the "Facilities"), (ii) financing the acquisition and installation of a telephone system and air conditioning units, (iii) funding a debt service reserve fund, required; and (iv) paying certain costs associated with the issuance of the Bond. The Facilities include two buildings, one of which is one-story and approximately 18,488 square feet, and the other is one-story and approximately 2,880 square feet. The Facilities are located at 3000 41st Street Ocean, Marathon, Florida and are owned and operated by The Guidance Clinic of the Middle Keys, Inc. (the "Company") whose mailing address is the same as the address of the Facilities. The Bond shall be payable solely from the monies derived by the Authority from a loan agreement and other financing documents executed between the Authority and the Company. Such Bond and the interest thereon shall not constitute an indebtedness or pledge of the general credit or taxing power of the Authority, Monroe County, the State of Florida or any political subdivision or agency thereof. Issuance of the Bond shall be subject to several conditions including satisfactory documentation, the approval by bond counsel as to the tax exempt status of the interest on all or a portion of the Bond, and receipt of necessary approvals for the financing. The aforementioned hearing shall be a

NOTICE OF PUBLIC HEARING
MONROE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

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ALL PERSONS FOR OR AGAINST SAID APPROVAL CAN BE HEARD AT SAID TIME AND PLACE. IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE COUNTY OR THE AUTHORITY WITH RESPECT TO SUCH HEARING OR MEETING, (S)HE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF SUCH HEARING OR MEETING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED.

In accordance with the Americans with Disabilities Act persons needing a special accommodation to participate in this proceeding should contact the individual or agency publishing this notice no later than seven days prior to the proceeding at the address given in this notice. Telephone: (305) 292-4441

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